



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

Show Doc ID number on all packages, invoices and correspondence.

**Doc Description:** FY11 17th Judicial Circuit Alternative to Det. Prgrm.

**Doc ID No:** PON2 527 1000001943 1

**Procurement Folder:** 1770623

**Procurement Type:** Grant

**Administered By:** BECKY MEEHAN

**Cited Authority:** KRS196.710

**Telephone:** 502-564-4726

**Issued By:** Ruth Maggard

**C O N T R A C T O R**

17TH JUDICIAL CIRCUIT COMM CORR PROGRAM INC

Hon. Julie Reinhardt Ward  
330 YORK ST  
NEWPORT KY 41071  
US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Alternative To Detention Program		0.00		0.00000	50,285.00	50,285.00

### Extended Description

To provide Alternative to Detention Programs (Home Incarceration and Electronic Monitoring, Drug Screening and Alcohol Monitoring) for the 17th Judicial Circuit (Campbell County) pursuant to Memorandum of Agreement form herein and Kentucky Community Corrections Act grant application on file with agency. 1. Source of Funds (and percentage) General Funds 100% 2. Method of payments: 4 reimbursement payments of expenses not to exceed a total of \$50,285.00 No money can be used for Cell Phones, Beepers, Pagers, or Lodging.

Effective Dates: 7/1/10-6/30/11

**B I L L T O**

ADMINISTRATIVE SERVICES/CENTRAL OFFICE  
P.O. BOX 2400  
275 EAST MAIN STREET ROOM G-37  
FRANKFORT KY 40601  
US

**S H I P T O**

ADMINISTRATIVE SERVICES/CENTRAL OFFICE  
P.O. BOX 2400  
275 EAST MAIN STREET ROOM G-37  
FRANKFORT KY 40601  
US

**Total Order Amount:** 50,285.00

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Approvals:

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1<sup>st</sup> Party:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

2<sup>nd</sup> Party:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

Other Party:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

Approved as to form and legality:

\_\_\_\_\_  
Attorney

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## Memorandum of Agreement Terms and Conditions

### Scope of Services:

To provide Alternative to Detention Programs (Home Incarceration and Electronic Monitoring and Drug Screening and Alcohol Monitoring Services ) for the 17<sup>th</sup> Judicial Circuit (Campbell County) pursuant to Memorandum of Agreement herein and Grant Application on file with this agency.

### Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

### Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

### Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

### Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee.

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However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

#### Violation of tax and employment laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

\_\_\_\_\_ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached